

Story Co.

AFSCME (Patient Care)

7/1/2006 6/30/2007

AGREEMENT

RECEIVED

THIS AGREEMENT entered into by and between STORY COUNTY, hereafter referred to as the "Employer", and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/IOWA COUNCIL 61, hereinafter called the "Union". Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

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PUBLIC EMPLOYMENT
RELATIONS BOARDARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Story County Community Life Program, including all regular full-time and regular part-time employees. Residential Assistants and P.R.N. employees, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4373, dated March 25, 1991. Excluded are the: Controller, Financial Services Coordinator, Administrative Assistant, Office Support Assistant, Team Leader, Cook's Assistant, Cook, Resource Coordinator, Nursing Coordinator, Rehabilitation Technician, Nursing Assistant, Rehabilitation Support Team Leader, Case Manager, Managers, Supervisors, confidential and other employees excluded by Section 20.4 of the Act.

ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. It is the parties intent to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against any employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3
NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. The Union agrees that during the term of this Agreement, it shall not engage in, initiate, sponsor, or support any illegal strike, picket, work stoppage, boycott, or slowdown against the Employer.

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees.

ARTICLE 4 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. The parties recognize the authority of the Employer to suspend, discharge or take other disciplinary action against an employee for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer, beginning with the second step of the grievance procedure. All other disciplinary action grievances shall begin with the first step of the grievance procedure. The Employer agrees to recognize progressive discipline where applicable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee and/or a Union representative shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) week days following its occurrence in an effort to resolve the problem in an informal manner.

All grievance meetings will be held at a time and date by mutual agreement of the parties and shall be in pay status. Grievance meetings shall mean meeting with the grievant, investigating the alleged contract violation, processing the grievance and grievance meetings.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

GRIEVANCE STEPS:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, or if the Union and/or the employee feels the matter is such that it cannot be resolved informally, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's Department Head or his/her designee within seven (7) calendar days following the oral discussion, or seven (7) calendar days from the date of the complaint or problem, if the informal procedure is omitted. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and the remedy requested. Within seven (7) days of receipt of the written grievance, the Department Head and/or his/her designee will schedule a meeting at a mutually agreed upon time and date with grievant and/or the Union representative and attempt to resolve the grievance. Within seven (7) days after this Step 1 meeting, the Department Head or his/her designee will answer the grievance in writing.

Step 2: If the aggrieved employee and/or the Union is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Administrator within seven (7) days of the Supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and the remedy requested. Within fourteen (14) days of receipt of the written grievance, the Administrator or his/her designee will schedule a meeting at a mutually agreed upon time and date with the grievant and/or the Union representative and attempt to resolve the grievance. Within seven (7) days after this Step 2 meeting, the Administrator or his/her designated representative will answer the grievance in writing.

Step 3: Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fourteen (14) days after the date of the Administrator's or his/her designated representative's answer given in Step 2.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee Organization and, in the case of an employee's grievance, only with the approval of the employee.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step with the specified time limits, it shall be considered settled on the basis of the Employers last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

ARBITRATION:

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within fourteen (14) days after receipt of either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Either party may request a different list if the names on the list are not satisfactory. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The moving party will strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator's decision shall be binding on both parties. The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union. The processing and investigation of grievances shall be done during non-work time unless the employee has prior approval of the Administrator and his/her designee.

The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

The Union Representative of AFSCME/Iowa Council 61 or their designee shall be granted access to the work place for the purpose of conducting grievance processing with prior approval of the Administrator or his/her designee.

ARTICLE 5 SENIORITY

Seniority means an employee's length of regular continuous service with the Employer since their last date of hire. PRN and probationary employees shall accrue seniority based on hours worked.

A probationary employee is an employee who has not successfully completed six (6) consecutive months of continuous service. During the probationary period, such employee may be removed or discharged by the Administrator without cause. Upon satisfactory completion of the probationary period, the employee's name will be added to the seniority list.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits.
- b) Failure to report to work at the end of a leave of absence.
- c) Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- d) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- e) Employee retires.
- f) An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Administrator.
- g) An employee is terminated for cause.

Effective July 1, 1997, bargaining unit seniority shall only apply to current bargaining unit employees, and any newly hired employees. If an employee leaves, or has previously left service from within the bargaining unit to any other position outside the bargaining unit, bargaining unit seniority shall no longer apply to that employee with regard to the terms and conditions of this agreement. Unless mutually agreed otherwise by the parties, any movement back to the bargaining unit shall be cause to restart the employee's seniority, from the date of the employee's movement back within the bargaining unit. Seniority shall continue to be accrued on any approved unpaid leave of absence for up to ninety (90) days. For determining seniority accrual on an approved leave of absence, full-time employees shall accrue seniority at forty (40) hours per week and part-time employees shall accrue seniority based on the average number of hours worked per week for the prior six (6) months of service with the Employer.

The Employer will post a seniority list on a quarterly basis in each work location of all employees covered by this Agreement. The Local Union and AFSCME Council 61 will be given a copy of this list.

ARTICLE 6 STAFF REDUCTION

When the working force is to be reduced, the Employer will select which job classification is to be reduced. Layoff shall be according to seniority in the classification affected, temporary, probationary, P.R.N. positions being eliminated first, then the least senior employee being laid off first. Employees being laid off may bump the employee with the least seniority in any other bargaining unit classification, provided they have the seniority to do so and are fully qualified, certified and able to perform the duties of the employee to be bumped.

Recall. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It shall be the employee's responsibility to keep the Employer informed of any change in his/her current address. The employee must report to work within fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Notification. The Employer shall notify in writing any employee to be affected by a reduction in force at least twenty (20) working days prior to the effective date of the layoff, with a copy to the Union.

ARTICLE 7 TRANSFERS

Job Posting. All regular full-time, part-time and P.R.N. bargaining unit openings shall be posted for seven (7) consecutive days on all work location bulletin boards prior to being filled.

The posting shall include the classification that is open, the location, and the shift. Employees wishing to bid on the position shall apply in writing within the seven (7) day posting limit.

Filling of Positions. The most senior employee who bids on the position on the most recent seniority list within the job classification in which the opening occurs will be given the position. If more than one employee has the same date of hire with the county, the employee's Social Security number will determine the most senior employee. Using the last four (4) numbers, the employee with the lowest number will be the most senior employee.

If no employee within the classification applies for the job, then the most senior bargaining unit employee, that bids on the position on the most recent seniority list qualified to perform the vacant job will be granted the position.

Temporary Transfers. An employee temporarily transferred to a job paying a higher rate shall receive the higher rate of pay and an employee temporarily transferred to a job paying a lower rate shall maintain the employee's regular rate of pay.

ARTICLE 8 HOURS OF WORK

The purpose of the Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the Employer. The normal workweek shall be from Sunday beginning at 12:00 AM through 12:00 Midnight of the following Saturday.

The normal workweek for regular full-time employees shall be forty (40) hours. The normal workday for regular full-time employees shall consist of eight (8) or more hours of work, which will include a one-half (½) hour paid meal period. An employee is considered on duty at all times.

The work schedule will be established by the Supervisor and will normally be posted every other Friday. A regular full-time employee will not have permanent changes in his/her normal schedule without a fourteen (14) day notice to the employee and the Union. Changes in the schedule will be made only with the approval of the Supervisor or according to established policy. Temporary work schedule changes will not be made for the purpose of avoiding overtime except by voluntary agreement of the employee.

PRN employees shall be not covered by this paragraph and shall normally work three (3) scheduled days per week with the availability to be called in for extra duty as needed. It is recognized by the parties that PRN employees shall from time to time work full-time shifts to cover absences of short duration to cover full-time vacant positions. Such fill in durations shall not exceed ninety (90) consecutive days.

Call Back Time. Any employee called to return to work or required to come in on a scheduled day off shall receive four hours of compensation for any such call back or irregular scheduling request. Such compensation shall be at the employees normal rate of pay or at time and one half whichever is applicable.

ARTICLE 9 OVERTIME

Employees will be paid, either in cash or compensatory time (which shall only be available to full-time employees), at the rate of time and one-half (1 ½) the employee's straight time hourly rate of all hours worked in excess of forty (40) hours. The choice between cash and compensatory time will be at the discretion of the employee and must be made during the insurance open enrollment period or at the time of hire. The maximum number of compensatory hours that an employee may accrue is twenty-four (24) hours. No compensatory time off shall be taken unless approved by the Administrator and/or his/her designee.

The Employer will attempt to use part-time employees, P.R.N. and volunteers prior to assigning employees overtime. In all cases, the Employer will attempt to fill vacancies with the employees who will not be in an overtime situation. Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Administrator or his/her designated representative or according to established policy.

When the employer decides to assign overtime work, an effort will be made to distribute work equally among the employees in the job classification and shift working. Should a distribution inequity occur in mandated overtime at the end of the six (6) month period (January-June, July-December), catch-up measures will be taken. Except in emergency situations, employees will not be required to work more than two (2) consecutive shifts or more than three (3) total shifts in a forty-eight (48) hour period.

There will be no pyramiding of overtime.

ARTICLE 10 HOLIDAY

Regular full-time employees, and regular part-time employees on a pro rata basis are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and two hours on New Year's Eve Day. P.R.N. employees shall not be eligible for paid holidays.

The regular full-time and regular part-time employees on a pro rata basis ($\frac{1}{2}$, $\frac{3}{4}$) shall be paid for each of the holidays set forth in the Article occurring during the period in which they are actively employed. Holiday pay will be at the employee's normal pay.

Employees, including P.R.N. employees, required to work on any recognized paid holiday shall be paid two and one-half ($2\frac{1}{2}$) times their normal hourly rate for all hours worked on said holiday. An employee entitled to receive sick leave who is scheduled to work a holiday and calls in sick shall be paid sick leave and not holiday pay. An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 11 VACATIONS

Regular full-time employees and regular part-time employees, on a pro rata basis ($\frac{1}{2}$, $\frac{3}{4}$), shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours

After five (5) years of continuous full-time service, one hundred twenty (120) hours

After ten (10) years of continuous full-time service, one hundred sixty (160) hours

P.R.N. employees shall not be eligible for vacation benefit accrual.

Employee's anniversary dates shall be used in determining years of service. Regular part-time employees shall be allowed to use accrued vacation in eight (8) hour increments. Up to forty (40) hours of vacation time can be carried over from one anniversary year to the next. An

employee shall not accrue vacation leave during periods of temporary layoff, suspension, or leave without pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have regularly scheduled to work.

Any employee on vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Vacation leave shall be computed on an hourly basis and credited to each employee's account once each pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits. Employees shall not be eligible for vacation leave until completion of six (6) months of continuous employment. Thereafter, an employee will be eligible for any vacation leave they have accrued.

Employees will normally request their vacation at least thirty (30) days in advance in writing. Such request shall be approved or disapproved, in writing, within seven (7) days of the request. Vacations will be granted on a "first come, first served" basis. If two or more employee's request vacation at the same time, the most senior employee will be granted the preference of vacation time off. The scheduling of vacation leave must have prior approval of the Administrator and/or his/her designee. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Administrator and/or his/her designee and will normally require a three (3) day notice and will normally require personnel coverage for the vacancy. Such request will normally be answered within twenty-four (24) hours of receipt of request.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

ARTICLE 12 SICK LEAVE

Accumulation. Sick leave shall be accrued by a regular full-time employee, or a regular part-time employee on a pro rata basis, at the rate of 5.54 hours for each pay period to a total of nine hundred sixty (960) hours. P.R.N. employees shall not be eligible for sick leave benefit accrual.

Use of Sick Leave. Accumulated sick leave may be used for disabling or confining personal illness, injury, or pregnancy, including on-the-job injury or disability. A medical doctor's written verification of illness or injury may be required at anytime. Regular full-time and part-time employees shall be allowed to use sick leave in one (1) hour increments. Sick leave will not be counted as hours worked for the purposes of computing overtime.

If a holiday falls within a paid sick leave, that day will be counted as a sick day and not as a holiday.

Notification. When absences due to sickness are necessitated, the employee shall normally notify the Administrator or his/her designee at least two (2) hours prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave and subject to disciplinary action.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury or disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such an employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available.

Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parent, spouse, child) for medical reasons. This use of sick leave shall not exceed forty (40) hours per calendar year and on a pro rata basis (1/2, 3/4) for part-time employees.

ARTICLE 13 FAMILY DEATH

In the event of death of a regular full-time employee's, or regular part-time employee's (on a pro rata basis), spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of the death of a grandparent or grandchild or spouse's grandparent or grandchild, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other related functions.

Employees may be granted four (4) hours with pay when attending funeral services for fellow department workers as well as for fellow retired department workers. Payment for this time (as addressed in this paragraph) shall be made only if the funeral has actually been attended and shall not be considered work hours for the purpose of computing overtime.

P.R.N. employees shall not be eligible for family death leave benefits.

ARTICLE 14 JURY DUTY LEAVE

Employees shall be granted time off with pay any time they are required to report for jury service, jury duty, or are required to appear pursuant to a subpoena, before a court or other public body. In order to receive payment for such duty, the employee must submit certification of service and

assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty do not conflict. When released from duty during working hours, the employee will report to work within two (2) hours. P.R.N. employees shall not be eligible for jury duty leave.

ARTICLE 15 MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 16 UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted at the discretion of the Administrator for a period not to exceed three (3) months duration for illness or other legitimate reasons.

This leave may be extended an additional three (3) months with the approval of the Administrator. While on an unpaid leave, an employee:

- a) receives no compensation or benefits;
- b) does not earn any leaves or other benefits;
- c) does not contribute to retirement programs;
- d) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e) does not accrue seniority after ninety (90) days.

The parties agree to abide by the Family and Medical Leave Act of 1993.

P.R.N.'s are limited to normal scheduled work days as follows: This will be considered unpaid days off to be used for illness, vacations, or personal time off. Based on date of hire, the employee will be granted:

- 0 - 6 months of employment - zero (0) days off
- 6 months - 1 year of employment - 5 days
- 1 year - 3 years of employment - 10 days
- 3 years - 5 years of employment - 15 days

If a P.R.N. employee does not have the day available, this will be considered an unexcused absence. After 3 unexcused absences, their employment may be terminated. An occurrence would consist of consecutive days and not individual days missed up to three (3) consecutive days for the same reason in one occurrence.

An unpaid leave of absence may be granted at the discretion of the Administrator for a period not to exceed one (1) month duration for illness or legitimate reasons such as family emergency. P.R.N. employees will receive written notification from the Administrator or his/her designee.

At the time a P.R.N. employee becomes regular part-time or full-time this issue and any/all occurrences become null and void. The employee would then adhere to the part-time/full-time guidelines as stated in the County policies and bargaining unit contract.

ARTICLE 17 INSURANCE

The Employer agrees to provide the same monthly dollar amount for each eligible regular full-time or regular three-quarter (3/4) time employee covered by this Agreement as provided other County employees for a benefits package. P.R.N. employees shall not be eligible for insurance benefits. In no event will this monthly dollar amount be less than Five Hundred Fifty (\$550) per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the benefit package or as to the carriers shall be made by the Employer. The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

ARTICLE 18 CHECKOFF

The Employer agrees to make deductions twice a month for Union membership dues, as approved by the Union, from those employees who individually request the County, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the certified representative of the Union within fifteen (15) days following the first pay period of the month. The Employer shall also send a complete list of names of employees represented by this agreement, along with the employee's Social Security number and the employee's address. Such list shall indicate for whom deductions were made, along with the amount deducted for each dues payer and thereafter with each subsequent monthly dues remittance, the Employer will make notations of additions to, or deletions from, said list.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or other liability which may arise out of or be based on the Employer's compliance with the provisions of this section.

ARTICLE 19 TRAINING

Employees required to attend off site meeting, training, or in-service shall be reimbursed for all approved mileage or lodging. The employee shall be in pay status for not less than one (1) hour for any such required meetings, training or in-services.

ARTICLE 20 WORK RULES

The Employer may develop and put into effect work rules. The work rules shall be applied equally to all employees in the unit. Such work rules shall not conflict with the terms of this Agreement. The Employer shall provide the Union with the work rules ten (10) days prior to the effective date.

ARTICLE 21 BULLETIN BOARDS

The Employer shall provide space on bulletin boards for official Union notices and for the purpose of posting job notices in all work locations.

ARTICLE 22 UNIFORMS AND PROTECTIVE CLOTHING

Any employee required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer.

ARTICLE 23 PERSONNEL FILE

Employees shall have the right to inspect their personnel files as allowed by the Code. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Files may not be removed from the Employer's premises and must be examined in the presence of witness approved by the Administrator and/or his/her designee.

Access to personnel files shall be limited to authorized management personnel, the employee and the Union Representative, if so designated in the writing by the employee.

Upon notification and at the employee's expense, the Employer shall make copies of any or all information contained within said personnel files for the employee, except as limited by the Code.

ARTICLE 24
EQUIPMENT

The Employer agrees to furnish, maintain, or replace all equipment required by the Employer to perform duties, in an efficient manner, for the jobs covered by this Agreement.

ARTICLE 25
TIME SHEETS

There shall be no change made in an employee's time sheet without his/her knowledge. Employees shall receive a copy of their time sheet on the Monday prior to the Friday payday.

ARTICLE 26
PERFORMANCE EVALUATION

Employees shall be given a performance evaluation at the end of their probationary period and annually thereafter during the month of the employee's anniversary of employment with the Employer. The purpose of the evaluation shall be for the immediate supervisor and the employee to discuss the employee's performance and progress. All performance evaluations shall be confidential and shall become part of the employee's personnel file.

ARTICLE 27
COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last workday before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

In addition to the wage scale in Appendix A, employees shall be compensated for the years of service, based on their anniversary date of employment with the Employer as follows:

LONGEVITY PAY (Effective July 1, 2003)					
5 years	.18	13 years	.31	21 years	.39
6 years	.19	14 years	.32	22 years	.40
7 years	.25	15 years	.33	23 years	.41
8 years	.26	16 years	.34	24 years	.42
9 years	.27	17 years	.35	25 years	.43
10 years	.28	18 years	.36	26 years	.44
11 years	.29	19 years	.37	27 years	.45
12 years	.30	20 years	.38	28 years	.46
29 years	.47	30 years	.48		

LONGEVITY PAY (Effective July 1, 2004)

5 years	.18	13 years	.36	21 years	.44
6 years	.19	14 years	.37	22 years	.45
7 years	.30	15 years	.38	23 years	.46
8 years	.31	16 years	.39	24 years	.47
9 years	.32	17 years	.40	25 years	.48
10 years	.33	18 years	.41	26 years	.49
11 years	.34	19 years	.42	27 years	.50
12 years	.35	20 years	.43	28 years	.51
29 years	.52	30 years	.53		

All rates are figured on an hourly basis and will be added to an employee's compensation at the end of the first full pay period following an employee's anniversary date of employment.

ARTICLE 28
GENERAL CONDITIONS

The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

ARTICLE 29
MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties, and rights of the Employer established by a constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer consistent with agreement:

- a. The right to manage the Employer's operation and to direct the working force;
- b. The right to hire employees;
- c. The right to maintain order and efficiency;
- d. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to used;
- e. The right to assign work;
- f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g. The right to create, modify, and terminate departments, job classifications, and job duties;
- h. The right to transfer, promote and demote employees;
- i. The right to discipline, suspend, and discharge employees for proper cause;
- j. The right to lay-off;
- k. The right to determine the number and starting time of shift, the numbers of hours and days in a work week, and the hours of work;
- l. The number of persons to be employed by the Employer at any time;
- m. The right to enforce and require employees to observe rules and regulations set forth by the employer;

provided, however, that these rights will not be the purpose of discriminating against any employee because of his/her membership or non-membership in the Union.

ARTICLE 30
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2007.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2006.

STORY COUNTY

AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
IOWA COUNCIL 61

By _____
Chairperson, Board of Supervisors

By

By

By _____
Administrator

By

APPENDIX A

SALARY SCHEDULE - July 1, 2000

APARTMENT/GROUP HOME ASSISTANT	
START	8.63
1 YEAR	8.80
2 YEARS	9.04
3 YEARS	9.28
4 YEARS	9.55
5 YEARS	9.82

CERTIFIED MED AIDE	
START	9.26
1 YEAR	9.42
2 YEARS	9.66
3 YEARS	9.90
4 YEARS	10.17
5 YEARS	10.44

SALARY SCHEDULE - January 1, 2001

APARTMENT/GROUP HOME ASSISTANT	
START	8.72
1 YEAR	8.89
2 YEARS	9.13
3 YEARS	9.37
4 YEARS	9.65
5 YEARS	9.92

CERTIFIED MED AIDE	
START	9.35
1 YEAR	9.51
2 YEARS	9.76
3 YEARS	10.00
4 YEARS	10.27
5 YEARS	10.54

SALARY SCHEDULE - July 1, 2001

APARTMENT/GROUP HOME ASSISTANT	
START	9.07
1 YEAR	9.25
2 YEARS	9.50
3 YEARS	9.74
4 YEARS	10.04
5 YEARS	10.32

CERTIFIED MED AIDE	
START	9.72
1 YEAR	9.89
2 YEARS	10.15
3 YEARS	10.40
4 YEARS	10.68
5 YEARS	10.96

SALARY SCHEDULE - JULY 1, 2002

To be negotiated.

Wage increases take effect the first full pay period following the employee's anniversary date or for general increases in July and January.

Employees whose salary exceeds the 5 year step will receive increases of 4% July 1, 2000; 1% January 1, 2001; and 4% July 1, 2001.

SALARY SCHEDULE - JULY 1, 2003

RESIDENTIAL ASSISTANTS

START	9.53
1 YEAR	9.73
2 YEARS	9.98
3 YEARS	10.23
4 YEARS	10.55
5 YEARS	10.84

Wage increases take effect the first full pay period following the employee's anniversary date or for general increases in July.

Employees whose wage exceeds the five year step will receive increases of 2.5% July 1, 2003.

SALARY SCHEDULE - JULY 1, 2004

To be negotiated.

It is also understood that Article 17 Insurance will be opened for negotiations to be effective July 1, 2004.

SALARY SCHEDULE – JULY 1, 2006

Pay Range - \$10.16/hr to \$14.42/hr

1.5% pay adjustment July 1, 2006 and a 3% pay adjustment effective on first full pay period following an employee's anniversary date.

Employees who have been at the top of their pay range for more than 5 years will receive a 3% adjustment July 1, 2006.

STORY COUNTY CMA'S WAGE RATE AND LONGEVITY PAY

NAME	WAGE RATE	LONGEVITY PAY	TOTAL
Joyce Galbraith	\$11.24	\$.30	\$11.54
Pam Breer	11.24	.26	11.50
Helen Starbuck	11.24	.20	11.44
Ragina Reynolds	11.24	.22	11.46
Jim Gerard 11.24		.25	11.49
Evelyn Lundberg	11.24	.20	11.44
Diana Johnson	11.24	.18	11.42

AGREEMENT

THIS AGREEMENT entered into by and between STORY COUNTY, hereafter referred to as the "Employer", and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/IOWA COUNCIL 61, hereinafter called the "Union". Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Story County Community Life Program, including all regular full-time and regular part-time employees. Residential Assistants and P.R.N. employees, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4373, dated March 25, 1991. Excluded are the: Controller, Financial Services Coordinator, Administrative Assistant, Office Support Assistant, Team Leader, Cook's Assistant, Cook, Resource Coordinator, Nursing Coordinator, Rehabilitation Technician, Nursing Assistant, Rehabilitation Support Team Leader, Case Manager, Managers, Supervisors, confidential and other employees excluded by Section 20.4 of the Act.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. It is the parties intent to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against any employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. The Union agrees that during the term of this Agreement, it shall not engage in, initiate, sponsor, or support any illegal strike, picket, work stoppage, boycott, or slowdown against the Employer.

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees.

ARTICLE 4 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. The parties recognize the authority of the Employer to suspend, discharge or take other disciplinary action against an employee for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer, beginning with the second step of the grievance procedure. All other disciplinary action grievances shall begin with the first step of the grievance procedure. The Employer agrees to recognize progressive discipline where applicable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee and/or a Union representative shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) week days following its occurrence in an effort to resolve the problem in an informal manner.

All grievance meetings will be held at a time and date by mutual agreement of the parties and shall be in pay status. Grievance meetings shall mean meeting with the grievant, investigating the alleged contract violation, processing the grievance and grievance meetings.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

GRIEVANCE STEPS:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, or if the Union and/or the employee feels the matter is such that it cannot be resolved informally, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's Department Head or his/her designee within seven (7) calendar days following the oral discussion, or seven (7) calendar days from the date of the complaint or problem, if the informal procedure is omitted. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and the remedy requested. Within seven (7) days of receipt of the written grievance, the Department Head and/or his/her designee will schedule a meeting at a mutually agreed upon time and date with grievant and/or the Union representative and attempt to resolve the grievance. Within seven (7) days after this Step 1 meeting, the Department Head or his/her designee will answer the grievance in writing.

Step 2: If the aggrieved employee and/or the Union is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Administrator within seven (7) days of the Supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and the remedy requested. Within fourteen (14) days of receipt of the written grievance, the Administrator or his/her designee will schedule a meeting at a mutually agreed upon time and date with the grievant and/or the Union representative and attempt to resolve the grievance. Within seven (7) days after this Step 2 meeting, the Administrator or his/her designated representative will answer the grievance in writing.

Step 3: Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fourteen (14) days after the date of the Administrator's or his/her designated representative's answer given in Step 2.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee Organization and, in the case of an employee's grievance, only with the approval of the employee.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step with the specified time limits, it shall be considered settled on the basis of the Employers last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

ARBITRATION:

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within fourteen (14) days after receipt of either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Either party may request a different list if the names on the list are not satisfactory. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The moving party will strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator's decision shall be binding on both parties. The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union. The processing and investigation of grievances shall be done during non-work time unless the employee has prior approval of the Administrator and his/her designee.

The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

The Union Representative of AFSCME/Iowa Council 61 or their designee shall be granted access to the work place for the purpose of conducting grievance processing with prior approval of the Administrator or his/her designee.

ARTICLE 5 SENIORITY

Seniority means an employee's length of regular continuous service with the Employer since their last date of hire. PRN and probationary employees shall accrue seniority based on hours worked.

A probationary employee is an employee who has not successfully completed six (6) consecutive months of continuous service. During the probationary period, such employee may be removed or discharged by the Administrator without cause. Upon satisfactory completion of the probationary period, the employee's name will be added to the seniority list.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits.
- b) Failure to report to work at the end of a leave of absence.
- c) Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- d) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- e) Employee retires.
- f) An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Administrator.
- g) An employee is terminated for cause.

Effective July 1, 1997, bargaining unit seniority shall only apply to current bargaining unit employees, and any newly hired employees. If an employee leaves, or has previously left service from within the bargaining unit to any other position outside the bargaining unit, bargaining unit seniority shall no longer apply to that employee with regard to the terms and conditions of this agreement. Unless mutually agreed otherwise by the parties, any movement back to the bargaining unit shall be cause to restart the employee's seniority, from the date of the employee's movement back within the bargaining unit. Seniority shall continue to be accrued on any approved unpaid leave of absence for up to ninety (90) days. For determining seniority accrual on an approved leave of absence, full-time employees shall accrue seniority at forty (40) hours per week and part-time employees shall accrue seniority based on the average number of hours worked per week for the prior six (6) months of service with the Employer.

The Employer will post a seniority list on a quarterly basis in each work location of all employees covered by this Agreement. The Local Union and AFSCME Council 61 will be given a copy of this list.

ARTICLE 6 STAFF REDUCTION

When the working force is to be reduced, the Employer will select which job classification is to be reduced. Layoff shall be according to seniority in the classification affected, temporary, probationary, P.R.N. positions being eliminated first, then the least senior employee being laid off first. Employees being laid off may bump the employee with the least seniority in any other bargaining unit classification, provided they have the seniority to do so and are fully qualified, certified and able to perform the duties of the employee to be bumped.

Recall. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It shall be the employee's responsibility to keep the Employer informed of any change in his/her current address. The employee must report to work within fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Notification. The Employer shall notify in writing any employee to be affected by a reduction in force at least twenty (20) working days prior to the effective date of the layoff, with a copy to the Union.

ARTICLE 7 TRANSFERS

Job Posting. All regular full-time, part-time and P.R.N. bargaining unit openings shall be posted for seven (7) consecutive days on all work location bulletin boards prior to being filled.

The posting shall include the classification that is open, the location, and the shift. Employees wishing to bid on the position shall apply in writing within the seven (7) day posting limit.

Filling of Positions. The most senior employee who bids on the position on the most recent seniority list within the job classification in which the opening occurs will be given the position. If more than one employee has the same date of hire with the county, the employee's Social Security number will determine the most senior employee. Using the last four (4) numbers, the employee with the lowest number will be the most senior employee.

If no employee within the classification applies for the job, then the most senior bargaining unit employee, that bids on the position on the most recent seniority list qualified to perform the vacant job will be granted the position.

Temporary Transfers. An employee temporarily transferred to a job paying a higher rate shall receive the higher rate of pay and an employee temporarily transferred to a job paying a lower rate shall maintain the employee's regular rate of pay.

ARTICLE 8 HOURS OF WORK

The purpose of the Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the Employer. The normal workweek shall be from Sunday beginning at 12:00 AM through 12:00 Midnight of the following Saturday.

The normal workweek for regular full-time employees shall be forty (40) hours. The normal workday for regular full-time employees shall consist of eight (8) or more hours of work, which will include a one-half (1/2) hour paid meal period. An employee is considered on duty at all times.

The work schedule will be established by the Supervisor and will normally be posted every other Friday. A regular full-time employee will not have permanent changes in his/her normal schedule without a fourteen (14) day notice to the employee and the Union. Changes in the schedule will be made only with the approval of the Supervisor or according to established policy. Temporary work schedule changes will not be made for the purpose of avoiding overtime except by voluntary agreement of the employee.

PRN employees shall be not covered by this paragraph and shall normally work three (3) scheduled days per week with the availability to be called in for extra duty as needed. It is recognized by the parties that PRN employees shall from time to time work full-time shifts to cover absences of short duration to cover full-time vacant positions. Such fill in durations shall not exceed ninety (90) consecutive days.

Call Back Time. Any employee called to return to work or required to come in on a scheduled day off shall receive four hours of compensation for any such call back or irregular scheduling request. Such compensation shall be at the employees normal rate of pay or at time and one half whichever is applicable.

ARTICLE 9 OVERTIME

Employees will be paid, either in cash or compensatory time (which shall only be available to full-time employees), at the rate of time and one-half (1 1/2) the employee's straight time hourly rate of all hours worked in excess of forty (40) hours. The choice between cash and compensatory time will be at the discretion of the employee and must be made during the insurance open enrollment period or at the time of hire. The maximum number of compensatory hours that an employee may accrue is twenty-four (24) hours. No compensatory time off shall be taken unless approved by the Administrator and/or his/her designee.

The Employer will attempt to use part-time employees, P.R.N. and volunteers prior to assigning employees overtime. In all cases, the Employer will attempt to fill vacancies with the employees who will not be in an overtime situation. Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Administrator or his/her designated representative or according to established policy.

When the employer decides to assign overtime work, an effort will be made to distribute work equally among the employees in the job classification and shift working. Should a distribution inequity occur in mandated overtime at the end of the six (6) month period (January-June, July-December), catch-up measures will be taken. Except in emergency situations, employees will not be required to work more than two (2) consecutive shifts or more than three (3) total shifts in a forty-eight (48) hour period.

There will be no pyramiding of overtime.

ARTICLE 10 HOLIDAY

Regular full-time employees, and regular part-time employees on a pro rata basis are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and two hours on New Year's Eve Day. P.R.N. employees shall not be eligible for paid holidays.

The regular full-time and regular part-time employees on a pro rata basis ($\frac{1}{2}$, $\frac{3}{4}$) shall be paid for each of the holidays set forth in the Article occurring during the period in which they are actively employed. Holiday pay will be at the employee's normal pay.

Employees, including P.R.N. employees, required to work on any recognized paid holiday shall be paid two and one-half ($2\frac{1}{2}$) times their normal hourly rate for all hours worked on said holiday. An employee entitled to receive sick leave who is scheduled to work a holiday and calls in sick shall be paid sick leave and not holiday pay. An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 11 VACATIONS

Regular full-time employees and regular part-time employees, on a pro rata basis ($\frac{1}{2}$, $\frac{3}{4}$), shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours

After five (5) years of continuous full-time service, one hundred twenty (120) hours

After ten (10) years of continuous full-time service, one hundred sixty (160) hours

P.R.N. employees shall not be eligible for vacation benefit accrual.

Employee's anniversary dates shall be used in determining years of service. Regular part-time employees shall be allowed to use accrued vacation in eight (8) hour increments. Up to forty (40) hours of vacation time can be carried over from one anniversary year to the next. An

employee shall not accrue vacation leave during periods of temporary layoff, suspension, or leave without pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have regularly scheduled to work.

Any employee on vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Vacation leave shall be computed on an hourly basis and credited to each employee's account once each pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits. Employees shall not be eligible for vacation leave until completion of six (6) months of continuous employment. Thereafter, an employee will be eligible for any vacation leave they have accrued.

Employees will normally request their vacation at least thirty (30) days in advance in writing. Such request shall be approved or disapproved, in writing, within seven (7) days of the request. Vacations will be granted on a "first come, first served" basis. If two or more employee's request vacation at the same time, the most senior employee will be granted the preference of vacation time off. The scheduling of vacation leave must have prior approval of the Administrator and/or his/her designee. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Administrator and/or his/her designee and will normally require a three (3) day notice and will normally require personnel coverage for the vacancy. Such request will normally be answered within twenty-four (24) hours of receipt of request.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

ARTICLE 12 SICK LEAVE

Accumulation. Sick leave shall be accrued by a regular full-time employee, or a regular part-time employee on a pro rata basis, at the rate of 5.54 hours for each pay period to a total of nine hundred sixty (960) hours. P.R.N. employees shall not be eligible for sick leave benefit accrual.

Use of Sick Leave. Accumulated sick leave may be used for disabling or confining personal illness, injury, or pregnancy, including on-the-job injury or disability. A medical doctor's written verification of illness or injury may be required at anytime. Regular full-time and part-time employees shall be allowed to use sick leave in one (1) hour increments. Sick leave will not be counted as hours worked for the purposes of computing overtime.

If a holiday falls within a paid sick leave, that day will be counted as a sick day and not as a holiday.

Notification. When absences due to sickness are necessitated, the employee shall normally notify the Administrator or his/her designee at least two (2) hours prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave and subject to disciplinary action.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury or disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such an employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available.

Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parent, spouse, child) for medical reasons. This use of sick leave shall not exceed forty (40) hours per calendar year and on a pro rata basis ($\frac{1}{2}$, $\frac{3}{4}$) for part-time employees.

ARTICLE 13 FAMILY DEATH

In the event of death of a regular full-time employee's, or regular part-time employee's (on a pro rata basis), spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of the death of a grandparent or grandchild or spouse's grandparent or grandchild, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other related functions.

Employees may be granted four (4) hours with pay when attending funeral services for fellow department workers as well as for fellow retired department workers. Payment for this time (as addressed in this paragraph) shall be made only if the funeral has actually been attended and shall not be considered work hours for the purpose of computing overtime.

P.R.N. employees shall not be eligible for family death leave benefits.

ARTICLE 14 JURY DUTY LEAVE

Employees shall be granted time off with pay any time they are required to report for jury service, jury duty, or are required to appear pursuant to a subpoena, before a court or other public body. In order to receive payment for such duty, the employee must submit certification of service and

assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty do not conflict. When released from duty during working hours, the employee will report to work within two (2) hours. P.R.N. employees shall not be eligible for jury duty leave.

ARTICLE 15 MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 16 UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted at the discretion of the Administrator for a period not to exceed three (3) months duration for illness or other legitimate reasons.

This leave may be extended an additional three (3) months with the approval of the Administrator. While on an unpaid leave, an employee:

- a) receives no compensation or benefits;
- b) does not earn any leaves or other benefits;
- c) does not contribute to retirement programs;
- d) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e) does not accrue seniority after ninety (90) days.

The parties agree to abide by the Family and Medical Leave Act of 1993.

P.R.N.'s are limited to normal scheduled work days as follows: This will be considered unpaid days off to be used for illness, vacations, or personal time off. Based on date of hire, the employee will be granted:

- 0 - 6 months of employment - zero (0) days off
- 6 months - 1 year of employment - 5 days
- 1 year - 3 years of employment - 10 days
- 3 years - 5 years of employment - 15 days

If a P.R.N. employee does not have the day available, this will be considered an unexcused absence. After 3 unexcused absences, their employment may be terminated. An occurrence would consist of consecutive days and not individual days missed up to three (3) consecutive days for the same reason in one occurrence.

An unpaid leave of absence may be granted at the discretion of the Administrator for a period not to exceed one (1) month duration for illness or legitimate reasons such as *family emergency*. P.R.N. employees will receive written notification from the Administrator or his/her designee.

At the time a P.R.N. employee becomes regular part-time or full-time this issue and any/all occurrences become null and void. The employee would then adhere to the part-time/full-time guidelines as stated in the County policies and bargaining unit contract.

ARTICLE 17 INSURANCE

The Employer agrees to provide the same monthly dollar amount for each eligible regular full-time or regular three-quarter (3/4) time employee covered by this Agreement as provided other County employees for a benefits package. P.R.N. employees shall not be eligible for insurance benefits. In no event will this monthly dollar amount be less than Five Hundred Fifty (\$550) per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the benefit package or as to the carriers shall be made by the Employer. The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

ARTICLE 18 CHECKOFF

The Employer agrees to make deductions twice a month for Union membership dues, as approved by the Union, from those employees who individually request the County, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the certified representative of the Union within fifteen (15) days following the first pay period of the month. The Employer shall also send a complete list of names of employees represented by this agreement, along with the employee's Social Security number and the employee's address. Such list shall indicate for whom deductions were made, along with the amount deducted for each dues payer and thereafter with each subsequent monthly dues remittance, the Employer will make notations of additions to, or deletions from, said list.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or other liability which may arise out of or be based on the Employer's compliance with the provisions of this section.

ARTICLE 19
TRAINING

Employees required to attend off site meeting, training, or in-service shall be reimbursed for all approved mileage or lodging. The employee shall be in pay status for not less than one (1) hour for any such required meetings, training or in-services.

ARTICLE 20
WORK RULES

The Employer may develop and put into effect work rules. The work rules shall be applied equally to all employees in the unit. Such work rules shall not conflict with the terms of this Agreement. The Employer shall provide the Union with the work rules ten (10) days prior to the effective date.

ARTICLE 21
BULLETIN BOARDS

The Employer shall provide space on bulletin boards for official Union notices and for the purpose of posting job notices in all work locations.

ARTICLE 22
UNIFORMS AND PROTECTIVE CLOTHING

Any employee required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer.

ARTICLE 23
PERSONNEL FILE

Employees shall have the right to inspect their personnel files as allowed by the Code. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Files may not be removed from the Employer's premises and must be examined in the presence of witness approved by the Administrator and/or his/her designee.

Access to personnel files shall be limited to authorized management personnel, the employee and the Union Representative, if so designated in the writing by the employee.

Upon notification and at the employee's expense, the Employer shall make copies of any or all information contained within said personnel files for the employee, except as limited by the Code.

ARTICLE 24 EQUIPMENT

The Employer agrees to furnish, maintain, or replace all equipment required by the Employer to perform duties, in an efficient manner, for the jobs covered by this Agreement.

ARTICLE 25 TIME SHEETS

There shall be no change made in an employee's time sheet without his/her knowledge. Employees shall receive a copy of their time sheet on the Monday prior to the Friday payday.

ARTICLE 26 PERFORMANCE EVALUATION

Employees shall be given a performance evaluation at the end of their probationary period and annually thereafter during the month of the employee's anniversary of employment with the Employer. The purpose of the evaluation shall be for the immediate supervisor and the employee to discuss the employee's performance and progress. All performance evaluations shall be confidential and shall become part of the employee's personnel file.

ARTICLE 27 COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last workday before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

In addition to the wage scale in Appendix A, employees shall be compensated for the years of service, based on their anniversary date of employment with the Employer as follows:

LONGEVITY PAY (Effective July 1, 2003)

5 years	.18	13 years	.31	21 years	.39
6 years	.19	14 years	.32	22 years	.40
7 years	.25	15 years	.33	23 years	.41
8 years	.26	16 years	.34	24 years	.42
9 years	.27	17 years	.35	25 years	.43
10 years	.28	18 years	.36	26 years	.44
11 years	.29	19 years	.37	27 years	.45
12 years	.30	20 years	.38	28 years	.46
29 years	.47	30 years	.48		

LONGEVITY PAY (Effective July 1, 2004)

5 years	.18	13 years	.36	21 years	.44
6 years	.19	14 years	.37	22 years	.45
7 years	.30	15 years	.38	23 years	.46
8 years	.31	16 years	.39	24 years	.47
9 years	.32	17 years	.40	25 years	.48
10 years	.33	18 years	.41	26 years	.49
11 years	.34	19 years	.42	27 years	.50
12 years	.35	20 years	.43	28 years	.51
29 years	.52	30 years	.53		

All rates are figured on an hourly basis and will be added to an employee's compensation at the end of the first full pay period following an employee's anniversary date of employment.

ARTICLE 28 GENERAL CONDITIONS

The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

ARTICLE 29 MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties, and rights of the Employer established by a constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer consistent with agreement:

- a. The right to manage the Employer's operation and to direct the working force;
- b. The right to hire employees;
- c. The right to maintain order and efficiency;
- d. The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's operations and to determine the type and amount of equipment to used;
- e. The right to assign work;
- f. The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g. The right to create, modify, and terminate departments, job classifications, and job duties;
- h. The right to transfer, promote and demote employees;
- i. The right to discipline, suspend, and discharge employees for proper cause;
- j. The right to lay-off;
- k. The right to determine the number and starting time of shift, the numbers of hours and days in a work week, and the hours of work;
- l. The number of persons to be employed by the Employer at any time;
- m. The right to enforce and require employees to observe rules and regulations set forth by the employer;

provided, however, that these rights will not be the purpose of discriminating against any employee because of his/her membership or non-membership in the Union.

ARTICLE 30
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2007.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2006.

STORY COUNTY

AMERICAN FEDERATION OF STATE
COUNTY & MUNICIPAL EMPLOYEES
IOWA COUNCIL 61

By _____
Chairperson, Board of Supervisors

By

By

By _____
Administrator

By

APPENDIX A

SALARY SCHEDULE - July 1, 2000

APARTMENT/GROUP HOME ASSISTANT	
START	8.63
1 YEAR	8.80
2 YEARS	9.04
3 YEARS	9.28
4 YEARS	9.55
5 YEARS	9.82

CERTIFIED MED AIDE	
START	9.26
1 YEAR	9.42
2 YEARS	9.66
3 YEARS	9.90
4 YEARS	10.17
5 YEARS	10.44

SALARY SCHEDULE - January 1, 2001

APARTMENT/GROUP HOME ASSISTANT	
START	8.72
1 YEAR	8.89
2 YEARS	9.13
3 YEARS	9.37
4 YEARS	9.65
5 YEARS	9.92

CERTIFIED MED AIDE	
START	9.35
1 YEAR	9.51
2 YEARS	9.76
3 YEARS	10.00
4 YEARS	10.27
5 YEARS	10.54

SALARY SCHEDULE - July 1, 2001

APARTMENT/GROUP HOME ASSISTANT	
START	9.07
1 YEAR	9.25
2 YEARS	9.50
3 YEARS	9.74
4 YEARS	10.04
5 YEARS	10.32

CERTIFIED MED AIDE	
START	9.72
1 YEAR	9.89
2 YEARS	10.15
3 YEARS	10.40
4 YEARS	10.68
5 YEARS	10.96

SALARY SCHEDULE - JULY 1, 2002

To be negotiated.

Wage increases take effect the first full pay period following the employee's anniversary date or for general increases in July and January.

Employees whose salary exceeds the 5 year step will receive increases of 4% July 1, 2000; 1% January 1, 2001; and 4% July 1, 2001.

SALARY SCHEDULE - JULY 1, 2003

RESIDENTIAL ASSISTANTS

START	9.53
1 YEAR	9.73
2 YEARS	9.98
3 YEARS	10.23
4 YEARS	10.55
5 YEARS	10.84

Wage increases take effect the first full pay period following the employee's anniversary date or for general increases in July.

Employees whose wage exceeds the five year step will receive increases of 2.5% July 1, 2003.

SALARY SCHEDULE - JULY 1, 2004

To be negotiated.

It is also understood that Article 17 Insurance will be opened for negotiations to be effective July 1, 2004.

SALARY SCHEDULE – JULY 1, 2006

Pay Range - \$10.16/hr to \$14.42/hr

1.5% pay adjustment July 1, 2006 and a 3% pay adjustment effective on first full pay period following an employee's anniversary date.

Employees who have been at the top of their pay range for more than 5 years will receive a 3% adjustment July 1, 2006.

STORY COUNTY CMA'S WAGE RATE AND LONGEVITY PAY

NAME	WAGE RATE	LONGEVITY PAY	TOTAL
Joyce Galbraith	\$11.24	\$.30	\$11.54
Pam Breer	11.24	.26	11.50
Helen Starbuck	11.24	.20	11.44
Ragina Reynolds	11.24	.22	11.46
Jim Gerard 11.24		.25	11.49
Evelyn Lundberg	11.24	.20	11.44
Diana Johnson	11.24	.18	11.42